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XTO REV PROD 88 (7-69) PAID UP (04/17/07)B

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 16th day of June, 2009, between the Hogsett—Gordon Trust, created under the Will of Joe B. Hogsett, as Lessor (whether one or more), whose address is: JPMorgan Chase Bank, N.A., P.O. Box 2605, Fort Worth, Texas 76113, and XTO Energy Inc., whose address is: 810 Houston St., Fort Worth, Texas 76102, as Lessee, WITNESSETH:

1. Lessor, in consideration of ten dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Tarrant, State of Texas, and is described as follows:

See Exhibit "A" attached hereto and made a part hereof for legal description.
See Exhibit "B" attached hereto and made a part hereof for additional provisions.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. ~~For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 74.242 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof.~~ Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of three (3) years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal 25% part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such 25% part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee 25% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 25% of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in such bank as directed by Lessor, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same. Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are permitted or required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size permitted or required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Such unit shall become effective as of the date provided for in said instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after operations or production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time there is no unitized minerals being produced from such unit. Any unit formed may be amended, re-formed, reduced or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and/or any of the following: preparing the drillsite location or access road, drilling, testing, completing, reworking, recompleting, deepening, sidetracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until sixty (60) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. ~~Lessee shall then have sixty (60) days after receipt of such notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any act by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.~~

10. ~~Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever.~~ Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the ~~first anniversary date hereof occurring ninety (90) or more days following the~~ removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. Lessor agrees that this lease covers and includes any and all of Lessor's rights in and to any existing well(s) and/or wellbore(s) on said land, other than existing water wells, and for all purposes of this lease the re-entry and use by Lessee of any existing well and/or wellbore shall be deemed the same as the drilling of a new well.

13. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.

14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of said land or off of lands with which said land are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under said land or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on said land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSOR(S)

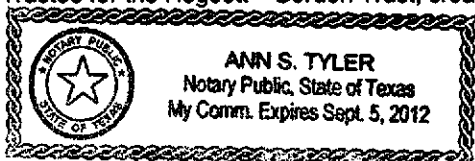
HOGSETT—GORDON TRUST,
created under the Will of Joe B. Hogsett

By: JPMorgan Chase Bank, N.A.

By: Sheri Anderson
Sheri Anderson, Vice President

STATE OF TEXAS }
COUNTY OF DALLAS } ss.

This instrument was acknowledged before me on the 16th day of June, 2009 by Sheri Anderson, as Vice President of JPMorgan Chase Bank, N.A., as Trustee for the Hogsett—Gordon Trust, created under the Will of Joe B. Hogsett, on behalf of said trust.



Signature

Ann S. Tyler
Notary Public

Printed

ANN S. TYLER

My commission expires:
Seal

EXHIBIT "A"

Page 1 of 5

THIS EXHIBIT "A" is attached hereto and made a part of that certain "Oil, Gas and Mineral Lease" dated the 16th day of June, 2009 by and between the Hogsett-Gordon Trust, created under the Will of Joe B. Hogsett, as Lessor and XTO Energy Inc., as Lessee.

LEGAL DESCRIPTION:

1.00 acre of land, more or less, part of the MEP&P RR Company Survey, A-1128, located in Tarrant County, Texas, as more particularly described below: COMMENCING at a point in the West line of Liberty School Road (County Road No. 4087), said point being 1064.5 feet North 1 degree, 29 minutes West from the intersection of said West line with the North line of Moran Road (County Road No. 4116); THENCE West with the North line of a public road, 686.5 feet to the beginning of a curve to the right with a radius of 257.18 feet; THENCE Westerly with said curve, a distance of 80.42 feet to the end of said curve; THENCE North 72 degrees, 05 minutes West with said North line of a public road, 972.86 feet to the beginning of a curve to the left with a radius of 661.37 feet; THENCE Westerly with said curve and with said North line of a public road, a distance of 207.74 feet to the end of said curve; THENCE South 89 degrees, 55 minutes West with said North line of a public road, , 205.78 feet to the PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED: THENCE 89 degrees, 55 minutes West with said North line of a public road, 154.6 feet to an iron rod for corner; THENCE North 0 degrees, 05 minutes West 281.3 feet to an iron rod in a fence line along the North line of said M.E.P. & P. RR Survey; THENCE North 89 degrees, 32 minutes East with said fence line with said Survey line, 154.6 feet to an iron rod for corner; THENCE South 0 degrees, 05 minutes East 282.33 feet to the PLACE OF BEGINNING and CONTAINING 1.0 acre, more or less.

3.769 acres, more or less, situated in the T. & P. RR. Co. Survey, A-1572, Tarrant County, Texas as described in that certain Warranty Deed with Vendor's Lien dated May 5, 1980 from Donna F. Massey, not joined herein by my husband, for the reason that the property herein conveyed constitutes no portion of my homestead, either business or residence to Jimmy H. Kirby and wife, Sondra G. Kirby, recorded in Volume 6931, Page 1294, Official Public Records, Tarrant County, Texas.

2.0 acres, more or less, situated in the T. & P. RR. Co. Survey, A-1572, Tarrant County, Texas as described in that certain Warranty Deed dated September 12, 1986, from R.L. Beard, Deceased and C.A. Massey to Jimmie D. George, recorded at Document No. D207225787, Official Public Records of Tarrant County, Texas.

1.018 acres, more or less, situated in the T. & P. RR. Co. Survey, A-1572, Tarrant County, Texas as described in that certain Warranty Deed dated March 28, 1975, from Solon Darlene Dennis, (not joined herein by my husband since the herein described property is my separate property and estate and forms no part of my homestead) to Clarence Cecil Cox and wife, Cynthia Ruth Cox, recorded in Volume 5798, Page 259, Deed Records, Tarrant County, Texas.

1.00 acre of land, more or less, part of the MEP&P RR Company Survey, A-1128 located in Tarrant County, Texas, as more particularly described below: Being a tract of land in the M.E.P. and P. R.R. Survey, A-1128, and being more particularly described as follows: COMMENCING at a point in the West line of Liberty School Road (Co. Rd. No. 4087), said point being 1064.5 ft. North 1 degree, 29 minutes West from the intersection of said West line with the North line of Moran Road (County Road No. 4116); THENCE WEST with the North line of a public road, 686.5 ft. to the beginning of a curve to the right with a radius of 257.18 feet; THENCE WESTERLY with said curve and said North line of a public road, a distance of 80.42 feet to the end of said curve; THENCE NORTH 72 degrees, 05 minutes West with said North line of a public road, 972.86 ft. to the beginning of a curve to the left with a radius of 661.37 feet; THENCE WESTERLY with said curve, and with said North line of a public road, a distance of 207.74 feet to the end of said curve; THENCE SOUTH 89 degrees, 55 minutes West with said North line of a public road, 51.75 ft. to an iron rod at the PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 89 degrees, 55 minutes West with said North line of a public road, 154.03 ft. to an iron rod for corner; THENCE NORTH 0 degrees, 05 minutes West 282.33 feet to an iron rod in a fence line along the North line of said M.E.P. and P. R.R. Survey; THENCE NORTH 89 degrees, 32 minutes East with said fence line and said Survey line, 154.03 ft. to an iron rod for corner; THENCE SOUTH 0 degrees, 05 minutes East, 283.37 ft. to the PLACE OF BEGINNING, and containing 1.00 acre, more or less.

2.661 acres of land, more or less, part of the MEP&P RR Company Survey, A-1128, located in Tarrant County, Texas, as more particularly described below: BEING a tract of land in the M.E.P. & P. R.R. Company Survey No. 39, A-1128, situated in Tarrant County, Texas, and being more particularly described as follows: COMMENCING at an iron rod at the intersection of the North line of a Public Road with the West line of Liberty School Road, said point being 1064.5 feet North from the North line of Moran Road; THENCE West with the North line of said Public Road, 686.5 feet to the beginning of a curve to the right with a radius of 257.2 feet; THENCE along said curve in a Northwesterly direction and with said North line of Public Road, 80.4 feet to the end of said curve; THENCE North 72 degrees 05 minutes West with said North line of Public Road, 972.86 feet to the beginning of a curve to the left with a radius of 661.37 feet; THENCE along said curve with North line of said Public Road, 207.74 feet to the end of said curve; THENCE South 89 degrees 55 minutes West, 360.38 feet to an iron rod, the PLACE OF BEGINNING of the tract herein described; THENCE South 89 degrees 55 minutes West, with said North line of Public Road, 259.72 feet to a point on a curve to the left whose center bears South 53 degrees 03 minutes West, 50.0 feet; THENCE along said curve, 124.91 feet; THENCE South 89 degrees 55 minutes West, 63.4 feet to an iron rod for

EXHIBIT "A"

corner; THENCE North 2 degrees 06 minutes West, 287.6 feet to an iron rod for corner; THENCE North 86 degrees 41 minutes East, 423.9 feet to an iron rod for corner; THENCE South 0 degrees 05 minutes East, 281.3 feet to the PLACE OF BEGINNING and CONTAINING 2.661 acres, more or less.

1.00 acre of land, more or less, part of the MEP&P RR Company Survey, A-1128 located in Tarrant County, Texas, as more particularly described below: Situated in Tarrant County, Texas and being a tract of land in the M.E.P. and P. R.R. Survey, A-1128, and being more particularly described as follows: COMMENCING at an iron rod in the West line of Liberty School Road (County Road So. 4087), said point being 1064.5 ft. North of the North line of Moran Road; THENCE WEST with the North line of a public road, 686.5 ft. to the beginning of a curve to the right with a radius of 257.2 ft.; THENCE NORTHWESTERLY with said curve, and said North line, 80.4 ft. to the end of said curve; THENCE NORTH 72 degrees 05 minutes West with said North line, 972.86 ft. to the beginning of a curve to the left with a radius of 666.3 ft.; THENCE NORTHWESTERLY with said curve, and with said North line, 106.95 ft. to an iron rod at the PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE continuing with said curve, and said North line, 100.79 ft. to the end of said curve; THENCE SOUTH 89 degrees, 55 minutes West with said North line, 51.75 ft. to an iron rod for corner; THENCE NORTH 0 degrees, 05 minutes West 283.37 ft. to an iron rod in a fence line; THENCE NORTH 89 degrees, 32 minutes East with said fence line, 152.45 feet; THENCE SOUTH 0 degrees, 05 minutes East 292.06 ft. to the PLACE OF BEGINNING and containing 1.00 acres, more or less.

1.00 acre of land, more or less, part of the MEP&P RR Company Survey, A-1128 located in Tarrant County, Texas, as more particularly described below: Situated in Tarrant County, Texas, and being a tract of land in the M.E.P. and P. R.R. Survey, A-1128, and being more particularly described as follows: COMMENCING at an Iron rod in the West line of Liberty School Road, (County Road No. 4087), said point being 1064.5 feet North line of Moran Road; THENCE West with the North line of a public road, 686.5 feet to the beginning of a curve to the right with a radius of 257.8 feet; THENCE Northwesterly with said curve and with said North line, 80.4 feet to the end of said curve; THENCE North 72 degrees 05 minutes West with said North line, 933.88 feet to the PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE North 72 degrees, 05 minutes West with said North line of a public road, 38.98 feet to the beginning of a curve to the left with a radius of 666.3 feet.; THENCE Northwesterly with said curve and with said North line of public road, 106.95 feet to an iron rod for corner; THENCE NORTH 0 degrees, 05 minutes West 292.06 feet to an iron rod for corner in a fence line; THENCE 89 degrees 32 minutes East with a fence line, 141.2 feet to an iron rod for corner; THENCE South 0 degrees 05 minutes East, 330.01 feet to the PLACE OF BEGINNING, and containing 1.00 acre, more or less.

1.00 acre of land, more or less, part of the M.E.P.&P. RR Company Survey, A-1128, and part of the T&P RR Company Survey, A-1572, and more particularly described by metes and bounds in that certain Warranty Deed dated February 17, 1976, recorded in Volume 6003, Page 384, from Charles A. Massey to Donna F. Massey.

1.00 acre of land, more or less, part of the T&P RR Company Survey, A-1572, and more particularly described by metes and bounds in that certain Warranty Deed dated May 1, 1961, recorded in Volume 3555, Page 87, from Grace Ambler Cantey, and Joe B. Hogsett and wife, Marguerite Hogsett to R. L. Beard and C. A. Massey.

0.762 acres of land, more or less, being a part of the T&P RR Company Survey, A-1572, located in Tarrant County, Texas, in that certain Warranty Deed with Vendor's Lien, from Marie Murphy, a widow, and Don H. Murphy, a married person to Joan Sharp, dated May 17, 1996 and recorded in Volume 12375, Page 46, .

0.738 acres of land, more or less, being part of the T&P RR Company Survey, A-1572, located in Tarrant County, Texas, in a Warranty Deed from W. T. Murphy and wife, Marie Murphy to Carl A. West, Jr. and wife, Wendy D. West dated December 18, 1990, recorded in Volume 10129, Page 1553.

5.779 acres of land, more or less, part of the T&P RR Company Survey, A-1572, conveyed in a Warranty Deed dated March 22, 2002, from Princess Carla Holder to Martin W. Wright, recorded in Volume 15572, Page 11, in Tarrant County, Texas.

1.006 acres of land, more or less, part of the T&P RR Company Survey, A-1572, located in Tarrant County, Texas, as more particularly described below: Being a tract of land out of the T&P RR Co. Survey No. 39, A-1572, and being more particularly described as follows: BEGINNING at an iron rod in the West line of County Road No. 4087 (Liberty School Road), said point being 1064.5 feet North 1 degree 29 minutes West from the intersection of the North line of Moran Road with the West line of said Liberty School Road; THENCE West 171.0 feet to the PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE West 171.7 feet to an iron rod for corner; THENCE North 1 degree 29 minutes West 253.0 feet to an iron in fence line; THENCE North 88 degrees 35 minutes East with said fence line, 171.7 feet to an iron rod for corner; THENCE South 1 degree 29 minutes East 257.26 feet the place of beginning, and containing 1.006 acres, more or less.

1.21 acres of land, more or less, part of the T&P RR Company Survey, A-1572 located in Tarrant County, Texas, as more particularly described below: Being a tract of land out of the T. &P.P RR Co. Survey No. 39, Abstract No. 1572, and being more particularly described as follows: BEGINNING at an iron rod in the West

EXHIBIT "A"

line of County Road No. 4087 (Liberty School Road), said point being 572.8 feet North 1 degree 29 minutes West from the intersection of the West line of Liberty School Road with the North line Moran Road; THENCE West 324.0 feet to an iron rod for corner; THENCE North 1 degree 29 minutes West 162.8.0 feet to an iron rod for corner; THENCE East 324.0 ft. to an iron rod in the West line of Liberty School Road; THENCE South 1 degree 29 minutes East 162.8 feet with the West line of Liberty School Road to the place of beginning, and containing 1.21 acres, more or less.

1.00 acre of land, more or less, part of the T&P RR Company Survey, A-1572 located in Tarrant County, Texas, as more particularly described below: Being a tract of land out of the T.&P. RR Co. Survey No. 39, A-1572, and being more particularly described as follows: BEGINNING at a point in the South line of a public road, said point being 324 feet West from the intersection of the South line of said road with the West line of Liberty School Road, said point also being 325.6 feet South 87 degrees, 15 minutes, West and 1018.6 North 1 degree, 29 minutes West from the intersection of the North line of Moran Road with said West line of Liberty School Road, and being, by description, 1215.12 feet North 89 degrees, 32 minutes East and 700.98 feet South of the most Northerly Northwest corner of said Survey; THENCE South 1 degree 29 minutes East with fence, 322.66 feet to an iron rod for corner; THENCE West, and parallel with said South line of Public road, 135.0 feet to an iron rod for corner; THENCE North 1 degree 29 minutes West 322.66 feet to an iron rod in said South line of public road; THENCE East with said South line of road, 135.0 feet to the PLACE OF BEGINNING.

1.92 acre of land, more or less, part of the T&P RR Company Survey, A-1572, located in Tarrant County, Texas, as more particularly described below: BEGINNING at a point in the South line of a public road, said point being 459 feet West from the intersection of the South line of said road with the West line of Liberty School Road, said point also being 325.6 feet South 87 degrees, 15 minutes West, 1018.6 feet North 1 degree 29 minutes West, and 135.0 feet West from the Intersection of the north line of Moran Road (County Road No. 4116) with the West line of Liberty School Road (County Road No. 4087); THENCE South 1 degree, 29 minutes East 322.66 feet to an iron rod for corner; THENCE East 135.0 feet to an iron rod in a fence line for corner; THENCE South 1 degree 29 minutes East with said fence line, 109.04 feet to an iron rod for corner; THENCE West 294.8 feet to an iron rod for corner; THENCE North 1 degree, 29 minutes West 431.7 feet to an iron rod in Said South line of a public road; THENCE East with said South line of a public road, 159.8 feet to the PLACE OF BEGINNING and containing 1.92 acres, more or less.

1.00 acre of land, more or less, part of the T&P RR Company Survey, A-1572 located in Tarrant County, Texas, as more particularly described below: BEGINNING at an iron rod in the West line of County Road No. 4087 (Liberty School Road), said point being 1064.5 feet North 1 degree 29 minutes West from the intersection of the North line of Moran Road with the West line of said Liberty School Road; THENCE West 342.7 feet to the PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE West 174.0 feet to an iron rod for corner; THENCE North 1 degree 29 minutes West 247.6 feet on an iron rod in fence line; THENCE North 88 degrees 13 minutes East 174.0 feet to an iron rod for corner; THENCE South 1 degree 29 minutes East 253.0 feet to the PLACE OF BEGINNING, and containing 1.0 acre, more or less.

4.35 acres of land, more or less, part of the T&P RR Company Survey, A-1572, located in Tarrant County, Texas, as more particularly described below: BEGINNING at an iron rod in the South line of a 60 foot road, said point being 1004.5 feet North 1 degree 29 minutes West, and 618.8 feet West from the intersection of the West line of County Road No. 4087 (Liberty School Road), with the North line of Moran Road; THENCE South 1 degree 29 minutes East and parallel with the West line of Liberty School Road, 431.7 feet to an iron rod for corner; THENCE West 416.5 feet to an iron rod for corner; THENCE North 2 degrees 13 minutes West 244.0 feet to an iron rod; THENCE North 7 degrees 25 minutes East 273.9 feet to an to an iron rod for corner in the South line of said 60 foot road; THENCE South 72 degrees 05 minutes East with said South line of a 60 foot road; 222.6 feet to an iron rod at the beginning of a curve whose center bears North 17 degrees 55 minutes East 317.18 feet; THENCE Easterly with said curve and said South line of a 60 foot road, 99.18 feet to an iron rod at the end of said curve; THENCE East with said South line of a 60 foot road, 70.0 feet to the Place of Beginning, and containing 4.35 acres of land, more or less.

5.00 acre of land, more or less, part of the T&P RR Company Survey, A-1572, located in Tarrant County, Texas, as more particularly described below: BEGINNING at an iron rod in a fence line, said point being 1004.5 feet North 1 degree, 29 minutes West, 618.8 feet West, 431.7 feet South 1 degree, 29 minutes East, and West 416.5 feet from the point of intersection of the North line of Moran Road (County Road No. 4116) with the West line of Liberty School Road (County Road No. 4087); THENCE West 371.83 feet; THENCE North at 9.95 feet passing an iron rod in a fence line, in all, 645.53 feet to an iron rod in the South line of a 60 foot road; THENCE South 72 degrees, 05 minutes East with said South line of a 60 foot road, 422.85 feet to an iron rod for corner; THENCE South 7 degrees, 25 minutes West 273.9 feet to an iron rod; THENCE South 2 degrees, 13 minutes East 244.0 feet to the PLACE OF BEGINNING, and containing 5.0 acres, more or less.

6.09 acres of land, more or less, part of the T&P RR Company Survey, A-1572, located in Tarrant County, Texas, as more particularly described below: BEGINNING at a point that is 1004.5 feet North 1 degree 29 minutes West 618.8 feet West 431.7 feet South 1 degree 29 minutes East, and 788.33 feet West of the point of intersection of the North line of Moran Road (County Road No. 4116) with the West line of Liberty School Road (County Road No. 4087); THENCE West 375.8 feet; THENCE North at 13.0 feet passing an iron rod in fence line, continuing in all 763.3 feet to an iron rod in the South line of a 60 foot road; THENCE

EXHIBIT "A"

Page 4 of 5

Southeasterly along a curve to the right with a radius of 601.37 feet 66.66 feet to the end of said curve; THENCE South 72 degrees 05 minutes East with the South line of said road, 327.3 feet to an iron rod; THENCE South at 635.58 feet passing an iron rod in fence line continuing in all 645.53 feet to the place of beginning, and containing 6.09 acres, more or less.

4.35 acres of land, more or less, part of the MEP&P RR Company Survey, A-1128, located in Tarrant County, Texas, as more particularly described below: COMMENCING at an iron rod at the intersection of the South line of a Public Road with the West line of Liberty School Road, said point being 1004.5 feet North from the North line of Moran Road; THENCE West with the South line of said Public Road, 686.5 feet to the beginning of a curve to the right with a radius of 317.2 feet; THENCE along said curve and with said South line of Public Road in a Northwesterly direction 99.18 feet to the end of said curve; THENCE North 72 degrees, 05 minutes West with said South line of Public Road, 972.86 feet to the beginning of a curve to the left with a radius of 601.37 feet; THENCE along said curve and with said South line of Public Road, 66.45 feet to the PLACE OF BEGINNING of the TRACT HEREIN DESCRIBED; THENCE South 763.3 feet to an iron rod for corner; THENCE South 88 degrees, 54 minutes West 245.2 feet to an iron rod for corner; THENCE North 780.08 feet to an iron rod in said South line of Public Road; THENCE North 89 degrees, 55 minutes East with said South line of Public Road, 123.5 feet to the beginning of a curve to the right with a radius of 601.37 feet; THENCE along said curve and with said South line of Public Road in a Southeasterly direction, 122.48 feet to an iron rod, the PLACE OF BEGINNING, and containing 4.35 acres, more or less.

11.46 acres of land, more or less, part of the MEP&P RR Company Survey, A-1128, located in Tarrant County, Texas, as more particularly described below: COMMENCING at an iron rod at the intersection of the South line of a Public Road with the West line of Liberty School Road, said point being North 1004.5 feet from the North line of Moran Road; THENCE West with said South line of Public Road, 686.5 feet to the beginning of a curve to the right with a radius of 317.2 feet; THENCE along said curve and with said South line of Public Road in a Northwesterly direction, 99.18 feet to the end of said curve; THENCE North 72 degrees, 05 minutes West with said South line of Public Road, 972.86 feet to the beginning of a curve to the left with a radius of 601.37 feet; THENCE along said curve and with said South line of Public Road, 188.93 feet to the end of said curve; THENCE South 89 degrees, 55 minutes West with said South line of Public Road, 123.5 feet to an iron rod, the PLACE OF BEGINNING of the TRACT HEREIN DESCRIBED; THENCE South 780.08 feet to an iron rod for corner; THENCE South 88 degrees, 54 minutes West with fence, 619.84 feet to an iron rod for corner; THENCE North 2 degrees, 06 minutes West 821.58 feet to an iron rod for corner; THENCE North 89 degrees, 55 minutes East 63.4 feet to a point on a curve to the left whose center bears North 89 degrees, 55 minutes East 50.00 feet; THENCE along said curve, 124.91 feet to a point in said South line of Public Road; THENCE North 89 degrees, 55 minutes East with said South line of Public Road, 496.6 feet to the PLACE OF BEGINNING, and containing 11.46 acres, more or less.

2.82 acres of land, more or less, part of the T&P RR Company Survey, A-1572, located in Tarrant County, Texas, as more particularly described below: BEGINNING at an iron rod in the North line of Moran Road, said point being 1726 ft. South and 866.5 ft. South 87 deg 15 min West along the North line of Moran Road from the NE Corner of said T&P RR Survey; THENCE South 87 degrees 15 minutes, West 200.0 feet with the North line of Moran Road to an iron rod at fence corner, the SW Corner of that certain "third tract" described in Volume 3555, Page 87 of the Deed Records of Tarrant County, Texas; THENCE North 1 degree 29 minutes West with fence 618.3 feet to an iron rod at fence corner; THENCE East 200.0 feet, to an iron rod for corner; THENCE South 1 degree 29 minutes East 608.7 feet to the place of beginning, and containing 2.82 acres, more or less.

3.00 acres of land, more or less, part of the T&P RR Company Survey, A-1572, located in Tarrant County, Texas, as more particularly described below: BEGINNING at an iron rod in the North line of Moran Road, said point being 1726 ft. South and 650 ft. South 87 deg 15 min West along the North line of Moran Road from the NE Corner of said T&P RR Survey; THENCE South 87 degrees 15 minutes, West 216.5 feet with the North line of Moran Road; THENCE North 1 degree 29 minutes West 608.7 feet to an iron rod for corner; THENCE East 216.5 feet, to an iron rod for corner; THENCE South 1 degree 29 minutes East 598.3 feet to the place of beginning, and containing 3.00 acres, more or less.

1 acre of land, more or less, part of the T&P RR Company Survey, A-1572, located in Tarrant County, Texas, as more particularly described below: BEGINNING at an iron rod in the North line of Moran Road, said point being 473.5 feet South 87 degrees 15 minutes West from the point of intersection of said North line of Moran Road with the West line of Liberty School Road; THENCE South 87 degrees, 15 minutes West with said North line of Moran Road 146.5 feet to an iron rod set for corner; THENCE North 1 degree 29 minutes West 303.6 feet to an iron rod for set for corner; THENCE East 146.5 feet to an iron rod in place for corner; THENCE South 1 degree 29 minutes East 296.6 feet to the PLACE OF BEGINNING, and containing 1.0 acre, more or less.

3.00 acres of land, more or less, part of the T&P RR Company Survey, A-1572, located in Tarrant County, Texas, as more particularly described below: BEGINNING at an iron rod in the North line of Moran Road (County Road No. 4116) 325.2 feet South 87 degrees 15 minutes West from the West line of Liberty School Road (County Road No. 4087); THENCE South 87 degrees, 15 minutes West 294.8 feet with the North line of Moran Road to an iron rod; THENCE North 1 degree 29 minutes West, parallel with the West line of said Liberty School Road, 598.3 feet to an iron rod for corner; THENCE East 294.8 feet to an iron rod for corner; THENCE South 1 degree, 29 minutes East, 586.9 feet to the Place of Beginning and containing 4.0

EXHIBIT "A"

Page 5 of 5

acres, more or less. SAVE AND EXCEPT a 1.0 acre tract of the hereinabove described tract of land heretofore conveyed by grantors herein to grantees herein by deed dated December 9, 1975, which is of record in Volume 5966, Page 234, Deed Records, Tarrant County, Texas.

3.00 acres of land, more or less, part of the T&P R.R. Company Survey, A-1572, located in Tarrant County, Texas, as more particularly described below: Tract I: BEGIN at an iron rod in the Westerly ROW line of Liberty School Road (County Road No. 4087), said point being 169.6 feet North 01 degree 29 minutes West from the intersection of the Northerly line of Moran Rd. with the said Westerly line of Liberty School Road; THENCE West 324.0 feet to the iron rod for corner; THENCE North 01 degree 29 minutes West and parallel with said Westerly line of Liberty School Road, 134.4 feet to an iron rod for corner; THENCE East 324.0 feet to an iron rod in said Westerly line of Liberty School Road; THENCE South 01 degrees 29 minutes East with said Westerly line 134.4 feet to the PLACE OF BEGINNING, and CONTAINING 1.0 acres of land, more or less. TRACT II: BEGIN at an iron rod in the Westerly ROW line of Liberty School Road (County Rd. No. 4087) said point being 304.0 feet North 01 degree 29 minutes West from the intersection of the Northerly ROW line of Moran Rd. (County Rd. No. 4116) with said Westerly line of Liberty School Rd.; THENCE West 324.0 feet to an iron rod for corner; THENCE North 1 degree 29 minutes West and parallel with said Westerly line of Liberty School Road 134.4 feet to an iron rod for corner; THENCE East 324.0 feet to an iron rod in said Westerly line of Liberty School Road; THENCE South 01 degree 29 minutes East with said Westerly line, 134.4 feet to the PLACE OF BEGINNING, and containing 1.0 acre of land, more or less. TRACT III: BEGIN at an iron rod in the Westerly line of Liberty School Road (County Road No. 4087) said point being 438.4 feet North 01 degree 29 minutes West from the intersection of the Northerly line of Moran Road (County Road No. 4116) with said Westerly line of Liberty School Road; THENCE West 324.00 feet to an iron rod for corner; THENCE North 01 degree 29 minutes West and parallel with said Westerly line of Liberty School Road, 134.4 feet to an iron rod for corner; THENCE East 324.0 feet to an iron rod in said Westerly line of Liberty School Road; THENCE South 01 degree 29 minutes East with said Westerly line 134.4 feet to the PLACE OF BEGINNING, and containing 1.0 acre of land, more or less.

1.31 acres of land, more or less, part of the T&P RR Company Survey, A-1572, located in Tarrant County, Texas, as more particularly described below: BEGINNING at an iron rod in intersection of the West line of County Road No. 4087 (Liberty School Road), with the North line of Moran Road; THENCE South 87 degrees 15 minutes West 325.2 feet with the North line of Moran Road to an iron rod; THENCE North 1 degree 29 minutes West and parallel with the West line of Liberty School Road, 183.7 feet to an iron rod for corner; THENCE East 324.0 feet to an iron rod in the West line of Liberty School Road; THENCE South 1 degree 29 minutes East with the West line of Liberty School Road, 169.6 to the Place of Beginning, and containing 1.31 acres, more or less.

ALL OF THE ABOVE DESCRIBED TRACTS COVERING A TOTAL OF 74.243 acres

Hogsett-Gordon Trust,
created under the Will of Joe B. Hogsett

By: JPMorgan Chase Bank, N.A.

By: 
Sheri Anderson, Vice President

EXHIBIT "B"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated the 16th day of June, 2009, by and between the **Hogsett—Gordon Trust**, created under the will of Joe B. Hogsett, as Lessor, and **XTO Energy Inc.**, as Lessee.

IT IS UNDERSTOOD AND AGREED BY ALL PARTIES HERETO THAT THE PROVISIONS OF THIS ADDENDUM SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED IN THE PRINTED FORM OF THIS LEASE.

15. **Oil and Gas Only.** Notwithstanding any other provision hereof, this lease covers only oil and gas. The term "oil and gas" means oil, gas, and other liquid and gaseous hydrocarbons and their constituent elements produced through a well bore.

16. **Special Warranty of Title.** Lessor warrants and agrees to defend the title to the leased premises against all persons who lawfully claim title to the leased premises or any part thereof, by, through or under Lessor, but not otherwise, and Lessor assigns to Lessee any warranties of title that were made to Lessor and Lessor's predecessors.

17. **Shut-in Royalty.** Notwithstanding anything contained in the printed form of the lease, this lease cannot be continued in force and effect solely by the shut-in royalty payments for a single period longer than two (2) consecutive years, or five (5) cumulative years. Lessee shall pay Lessor as shut-in royalty the sum of "twenty-five dollars (\$25.00)" per acre covered by this lease, instead of "one dollar" as provided in the printed lease.

18. **Pooling.** Notwithstanding any provision contained in this lease to the contrary, it is agreed that should Lessee exercise the option to pool or combine the land covered herein into a pooled unit with other land or leases as herein provided, then such unit will include all of said land and not a portion thereof.

19. **Force Majeure.** The protections afforded by paragraph 11 (of the printed lease) shall not apply to any occurrence or cause within the reasonable control of Lessee, or which could have been prevented by Lessee, in the exercise of reasonable prudence; and, Lessee shall take all reasonable actions to remove or end any triggering cause of the protections of paragraph 11 (of the printed lease) as soon as reasonably possible. In addition, this lease shall not be maintained by the provisions of paragraph 11 (of the printed lease) in excess of two (2) consecutive years.

20. **Gas Royalty.**

(a) As to all gas sold by Lessee to an unaffiliated entity in an arms length, competitively negotiated sale of such gas, the royalties payable to Lessor for such gas, including casinghead gas or other gaseous substances produced and saved from said land and sold on or off said land, shall be twenty-five percent (25%) of the proceeds realized by Lessee from the sale thereof.

(b) For all other sales of gas from said land, including casinghead gas or other gaseous substances produced and saved from said land and sold on or off said land, the royalties payable to Lessor shall be twenty-five percent (25%) of the proceeds received by Lessee from the purchaser; provided, however, the value of Lessor's royalty gas shall be determined through the use of market value index prices for the month of production as set forth in published indices, plus any applicable premiums. For purposes of this lease, published indices must be industry recognized published price references, unaffiliated with Lessee, which reflect the market value for natural gas produced from said land.

(c) Lessor's gas royalty shall include Lessor's fractional royalty share of all condensate, distillate and natural gasoline and all other liquefiable hydrocarbons extracted by or for Lessee from gas produced from said land, as well as any "take-or-pay" or similar payments made to Lessee for the termination or modification of any contract for the sale of gas from said land. Royalty will be payable on oil and gas produced from said land and consumed by Lessee on said land for compression, dehydration, fuel, or other use.

(d) **Limited Deductions.** Except as permitted below, all royalties accruing under this lease shall be without deduction for the costs of gathering, storing, separating, treating, dehydrating, compressing, processing and otherwise making the oil and gas produced hereunder ready for sale or use, whether such services are provided by Lessee, an affiliate of Lessee, or a third party, all of which expenses shall be added back to determine the "market

value" of oil or gas, or the proceeds received by the Lessee, for the purpose of paying royalty hereunder. It is the intent of the parties that the foregoing provisions of this paragraph are to be fully enforceable and effective and are not to be construed as "surplusage" under the principles set forth in *Heritage Resources v. NationsBank*, 939 S.W.2d 118 (Tex. 1997). Notwithstanding the foregoing, Lessor's royalty will bear its prorata share of transportation charges (including, but not limited to, compression, processing, and treating charges) for downstream transportation, provided the charges are made by a company which is not an affiliate of Lessee, and provided they do not exceed an amount reasonably commensurate with charges by non-affiliated entities to unrelated operators in the area of the said land.

21. **Oil Royalty.** On oil, twenty-five percent (25%) of that produced and saved from said land, the same to be delivered to Lessor free of cost at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; provided, however, unless Lessor has made arrangements to market its royalty oil at its sole risk and expense, Lessee shall purchase any royalty oil in its possession, paying the market value therefor prevailing for the field where produced on the date of purchase, in no event less than the price received by Lessee for the sale of its oil. The market price for oil and other liquid hydrocarbons shall include all premiums or bonuses in addition to "posted prices" received by Lessee, or any affiliate of Lessee, upon the sale thereof.

22. **Information.** Upon the prior written request of Lessor, Lessee shall promptly furnish Lessor a copy of: (i) the daily drilling reports for each well drilled on said land or lands pooled with said land; and, (ii) any title opinions, abstracts or other records or opinions reflecting upon Lessor's title to said land. Lessor may review once per year, at Lessee's principal offices and at reasonable times acceptable to Lessee, all accounts and records of Lessee, its successors and assigns, relating to the leased premises and to its operations under this lease insofar and only insofar as it specifically relates to the calculation of royalties. Any of the foregoing information that is not available to the public shall be kept confidential by Lessor during the term of this lease and for one (1) year after the termination of this lease. Lessee agrees to use its best efforts to notify Lessor upon the spudding on any well located on said land or within a pooled unit with said land.

23. **INDEMNITY.** Lessee, its successors and assigns agree to release, defend, indemnify, and hold harmless Lessor and its trustees, beneficiaries, partners, contractors, tenants, guests, invitees, and any of their heirs, successors, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury, disability and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), (but excluding claims to the extent they arise from the negligence or willful misconduct of the Indemnified Parties), which may grow out of, arise from, or in any manner be connected with the activities of Lessee and Lessee's agents, invitees, guests, contractors, servants and employees, whether acting within the scope of their employment or not, and whether negligent or not, on said land or any adjacent property (for purposes of this paragraph, "adjacent property" shall include any acreage included in a pooled unit with said land, whether or not such lands are actually adjacent to said land). For purposes of this lease, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act (TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes. Lessee's obligations in this paragraph shall survive the termination of this lease.

24. **Insurance.** Lessee, at its own expense, shall maintain a general liability insurance policy (covering both bodily injury and property damage and covering its indemnity obligations under this lease) in an amount of \$2,000,000 combined single limit. Lessee shall also, at its own expense, carry worker's compensation insurance as required by law.

25. **Depth Severance.** Notwithstanding anything contained in the printed form of this lease, two (2) years upon the expiration of the primary term, this lease shall terminate as to all of said land save and except the depths from the surface down to one hundred feet (100') below the stratigraphic equivalent of the deepest producing formation in a well drilled on said land or lands pooled therewith.

26. **Assignment.** Lessee shall not assign this lease in whole or in part, nor any interest therein, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Subject to the forgoing, this lease shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

27. **Compliance with Laws.** Lessee covenants that it will strictly comply with all applicable laws, regulations and ordinances in conducting all operations under this lease.

28. **Encumbrances.** This lease is subject to all licenses, permits, easements, rights of way, surface leases and other contracts of Lessor or the surface owner affecting said land.

29. **No Waiver.** No waiver of any of the provisions of this lease shall be deemed or constitute a waiver of any other provision of this lease. Likewise, the failure of Lessor to enforce any provision of this lease shall not be deemed nor shall constitute a waiver of the right of Lessor to enforce such provision.


30. **Additional Bonus.** In the event Lessor is determined to own any additional acreage covered by this lease, but for which bonus was not originally paid, Lessee shall pay additional bonus at a rate per acre equal to the rate per acre on which bonus was originally paid when this lease was originally acquired.

31. **Paragraph 13 of Printed Lease.** Paragraph 13 of the printed lease is replaced with the following new provision: "At the option of Lessee, which may be exercised by Lessee giving written notice to Lessor, a well which has been drilled to total depth and Lessee intends to frac into the Barnett Shale formation shall be deemed to be a well capable of producing in paying quantities, for purposes of paying shut-in royalties hereunder, and the date such well is shut-in shall be when the drilling operations are completed."

LESSOR:

HOGSETT—GORDON TRUST,
created under the Will of Joe B. Hogsett

By: JPMorgan Chase Bank, N.A.

By: 
Sheri Anderson, Vice President